

B. Interference with Business Relationships

2. Do you find by a preponderance of the evidence that that the following defendants interfered with Plaintiff's business relationships?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

3. If you answered "Yes" to any of the defendants in Question 2, list the persons whose business relationship was interfered with by the Defendant for who you answered "Yes."

a. Timeshare Advocacy International _____

b. Sean Austin _____

c. Charles McDowell _____

C. Civil Conspiracy

4. Do you find by a preponderance of the evidence that that the following defendants are liable for civil conspiracy?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

D. Breach of Salesperson Agreements

5. Do you find by a preponderance of the evidence that the following defendants breached their Salesperson Agreement with Wyndham?

			Damages (if "Yes")
a. Sean Austin	Yes _____	No _____	_____
b. Charles McDowell	Yes _____	No _____	_____

[if your answer to a or b or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

E. Unfair Competition

6. Do you find by a preponderance of the evidence that that the following defendants are liable for unfair competition?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

F. Procurement of Breach of Contract – Preponderance of the Evidence

7. Do you find by a preponderance of the evidence that any of the following defendants has procured a breach of one or more Wyndham Owner contracts?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

8. If you answered "Yes" to any of the defendants in Question 7, list the person(s) who breached their timeshare contract(s) with Wyndham as a result of the actions by the Defendant for who you answered "Yes."

a. Timeshare Advocacy International _____

b. Sean Austin _____

c. Charles McDowell _____

G. Procurement of Breach of Contract – Clear and Convincing Evidence

9. Do you find that Wyndham has proved by clear and convincing evidence that any of the following defendants procured a breach of one or more Wyndham Owner contracts by clear and convincing evidence?

			Damages (if “Yes”)
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is “Yes,” enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the “Damages” column.]

10. If you answered “Yes” to any of the defendants in Question 9, list the persons for whom Wyndham has proved by clear and convincing evidence that they breached their timeshare contract(s) with Wyndham as a result of the actions by the Defendant for who you answered “Yes.”

a. Timeshare Advocacy International _____

b. Sean Austin _____

c. Charles McDowell _____

H. Consumer Protection Act

11. Do you find by a preponderance of the evidence that the following defendants violated the Tennessee Consumer Protection Act?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is "Yes," enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the "Damages" column.]

I. Consumer Protection Act – Intentional or Willful Violation

12. Do you find by a preponderance of the evidence that the following defendants intentionally or willfully violated the Tennessee Consumer Protection Act?

			Damages (if "Yes")
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is “Yes,” enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the “Damages” column.]

J. Punitive Damages

Only answer this question if you have answered “Yes” to Question 1,2,4,6,7,9,11 or 12 above, and if so, only answer it with respect to any particular defendant for which you have answered “Yes” to one or more of those questions.

13. Has Wyndham proven by clear and convincing evidence that any of the Defendants acted intentionally, recklessly, maliciously, or fraudulently?

			Damages (if “Yes”)
a. Timeshare Advocacy International	Yes _____	No _____	_____
b. Sean Austin	Yes _____	No _____	_____
c. Charles McDowell	Yes _____	No _____	_____

[if your answer to a, b, or c is “Yes,” enter the amount of damages that you find Plaintiff is entitled to and are attributable to the particular defendant in the “Damages” column.]

Foreperson

Date

Respectfully Submitted,

/s/ Lyndsay Hyde

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*Attorney for Timeshare Advocacy International
and Sean K. Austin*

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2011, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties not so indicated on the electronic filing receipt will be served by undersigned counsel by first class mail, postage prepaid. Parties may access this filing through the Court's electronic filing system. Counsel in this case who will be sent notice by the court as indicated by the electronic filing receipt or who will be served by undersigned counsel are:

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/s/ Greg Oakley

Gregory H. Oakley